

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MAURICE JOHNSON, individually and on) Case No. 16-cv-06852 (DLI) (RML)
behalf of other similarly situated persons,)
)
 Plaintiff,)
 v.)
)
 PARTS AUTHORITY, LLC, et al.,)
)
 Defendants.)
-----x

I, Jeremiah Frei-Pearson, declare pursuant under penalty of perjury to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am a founding partner of the law firm of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP (“FBFG”), co-counsel for Plaintiffs in the above-captioned case. I served as co-counsel for Claimant Susana Lucio in the arbitration proceeding before the American Arbitration Association (“AAA”) *Susana Lucio v. Parts Authority, LLC, et al.*, AAA Case No. 01-18-0000-6169 (the “Lucio Arbitration”).

2. I respectfully submit this Declaration in support of Plaintiffs’ Combined Memorandum of Law (1) Replying in Support of Her Motion to Re-Open the Case to Confirm the Final Arbitration Award, (2) in Opposition to Defendants’ Motion to Vacate the Arbitration Award, and (3) in Support of Her Motion for Attorneys’ Fees.

3. In the Lucio Arbitration, the parties consented to arbitrate before Arbitrator Deborah Masucci, who was appointed by the AAA on April 3, 2018.

4. After Arbitrator Masucci issued her Final Award in Ms. Lucio’s favor, awarding Ms. Lucio her full requested amount of \$11,731.08 in total damages, as well as \$112,580.00 in

attorneys' fees and \$5,775.48 in costs, Respondents paid these amounts by check on or about May 24, 2019.

5. Based on contemporaneously-kept records, and the reduced fee rates being requested for purposes of this Motion, Plaintiff's Counsel have incurred the following fees in responding to Defendant's Opposition to Opt-In Plaintiff Lucio's Petition to Confirm Arbitration Award and Cross-Motion to Vacate:

<u>Attorney:</u>	<u>Hours Worked:</u>	<u>Discounted Hourly Rate:</u>	<u>Total:</u>
Jeremiah Frei-Pearson	4.8	\$500.00	\$2,400.00
Mark Potashnick	6.9	\$400.00	\$2,760.00
Andrew C. White	7.2	\$350.00	\$2,520.00
W. Scott Terrell	40.6	\$350.00	\$14,210.00
Total:			\$21,890.00

6. My regular hourly rate is \$850 an hour (it was \$800 in 2018); W. Scott Terrell's regular hourly rate is \$450 and Andrew C. White's regular hourly rate is \$350. FBFG works primarily on contingency, but, when the firm has non-contingent clients (typically high networth individuals in wage and hour disputes), they are charged the firm's regular hourly rates. Courts routinely approve FBFG's regular hourly rates. *See, e.g., Yoeckel v. Marriott International, Inc.*, No. 703387/2015, at 6 (N.Y. Sup. Ct. May 3, 2017) (holding that the "hourly rates charged by Class Counsel are reasonable" in a wage and hour case venued in Queens); *Sackin v. Transperfect*, No. 17-1469, ECF No. 74 at 8 (S.D.N.Y. Dec. 14, 2018) (approving "attorneys' fees that range from \$350 to \$800" holding based on the market rate for similar services "the hourly rates are reasonable"); *Bellino v. JPMorgan Chase Bank, N.A.*, No. 14-03139, ECF No. 141 at 9 (S.D.N.Y. Nov. 9, 2017) (holding that FBFG's hourly rates are reasonable and granting the requested fee award);); *Goldemberg v. Johnson & Johnson Consumer Cos., Inc.*, No. 13-

3073, ECF No. 132 at 7 (S.D.N.Y. Nov. 1, 2017) (“The hourly rates charged by Class Counsel are reasonable”); *Villanueva v. Wells Fargo Bank, N.A.*, No. 13-5429, ECF No. 116 at 8 (S.D.N.Y. Feb. 13, 2017) (holding that the “hourly rates charged by Class Counsel are reasonable”); *Bowman v. Wells Fargo Bank, N.A.*, No. 14-648, ECF No. 126 at 8 (S.D.N.Y. Feb. 13, 2017) (same); *Adler v. Bank of America, N.A.*, No. 13-4866, ECF No. 127 at 9 (S.D.N.Y. July 20, 2016) (same); *Whittenburg v. Bank of America, N.A.*, No. 14-947, ECF No. 119 at 9 (S.D.N.Y. July 20, 2016) (same); *Edwards v. North American Power & Gas, LLC*, No. 14-1714, ECF No. 133 at 27-31 (D. Conn. Aug. 3, 2018) (approving requested fee citing documentary evidence of hours spent which included hourly rates as weighing in favor of the proposed fee award); *Claridge v. North American Power & Gas, LLC*, No. 15-1261, ECF No. 152 at 6 (S.D.N.Y. June 29, 2018 (granting Class Counsel’s motion for attorney’s fees “[u]pon consideration of Class Counsel’s Motion for an Award of Fees and Cost” which included the hours worked and the hourly rates); *In re HIKO Energy LLC Litigation*, No. 14-1771, ECF No. 93 at 5 (S.D.N.Y. May 9, 2016) (same); *Castillo v. Seagate Tech., LLC*, No. 16-01958, ECF No. 85 at *3-*4 (N.D. Cal. Mar. 14, 2018) (holding that Class Counsel’s rates, including FBFG’s, “are consistent with market rates and reasonable in light of [Class Counsel’s] skill, experience, and expertise” and granting the requested fee award); *Reed v. Friendly’s Ice Cream, LLC*, No. 15-298, ECF No. 105 at 6 (M.D. Pa. Jan. 31, 2017) (finding FBFG hourly rates reasonable); *Castillo v. Bank of the West*, No. CGC-16-551997, at 4 (Cal. Sup. Ct. July 23, 2018) (holding that FBFG “rates appear to be reasonable”).

7. True and Correct copies of the following are attached hereto:

- a. Final Award issued by Arbitrator Deborah Masucci in *Susana Lucio v. Parts Authority, LLC, et al.*, AAA Case No. 01-18-0000-6169, attached hereto as Exhibit A;

- b. Claimant Susana Lucio's Statement of Claim, attached hereto as Exhibit B;
- c. Claimant's Pre-Hearing Brief, attached hereto as Exhibit C (filed under seal);
- d. Respondents' Pre-Hearing Brief, attached hereto as Exhibit D (filed under seal);
- e. Transcript of the January 15, 2019 and January 16, 2019 Hearing, attached hereto as Exhibit E (filed under seal);
- f. Claimant's Post-Hearing Brief, attached hereto as Exhibit F (filed under seal);
- g. Respondents' Post-Hearing Brief, attached hereto as Exhibit G (filed under seal); and
- h. Firm Resume of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP, attached hereto as Exhibit H.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 17, 2019 in White Plains, New York.

**FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP**
By: /s/ Jeremiah Frei-Pearson
Jeremiah Frei-Pearson